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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Singh, et al.

Group Art Unit: 2661

Serial No.: 10/033,038

Filed: January 2, 2002

Docket: 50001.2063

For: METHODS AND SYSTEM FOR MINIMIZING THE COSTS ASSOCIATED
WITH A ROUTE LOOKUP

**DECLARATION BY WILLIAM D. KOLB
ON BEHALF OF INVENTOR VISHNU NATCHU**

I, William D. Kolb, hereby declare that:

- I. I am a citizen of the United States, residing at Dallas, Texas.
- II. I am Legal Counsel and Assistant Secretary for Ericsson Inc., and, as such, am an officer duly authorized to sign this Declaration.
- III. By virtue of the proprietary interest of Ericsson Inc. and my authority to sign this Declaration, I sign this Declaration on behalf of and as agent for Vishnu Natchu, who has refused to respond to our many attempts to contact him to sign the Declaration for Application Serial Number 10/033,038. He is no longer employed by Ericsson Inc., and has not responded to telephone messages left for him, email messages sent to him, Federal Express packages sent to him, and Certified U.S. Mail packages sent to him.
- IV. The proprietary interest is evidenced by a formal, written agreement whereby the inventor, Vishnu Natchu, agreed to assign the invention to Torrent Networking Technologies, Corp., a Division of Ericsson Inc. A true copy of said agreement is attached as Exhibit A.
- V. Upon information and belief, I aver those facts which the inventor is required to state, as set forth in 37 CFR 1.64(b).
- VI. Accompanying this Declaration is the Petition and Statement of Facts Under 37 C.F.R. 1.47(a) to establish the proof of pertinent facts.

**DECLARATION BY WILLIAM D. KOLB
ON BEHALF OF INVENTOR VISHNU NATCHU**



10/033,038

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 7/26/2002

By: William D. Kolb
William D. Kolb
Title: Legal Counsel and Assistant
Secretary

DECLARATION BY WILLIAM D. KOLB
ON BEHALF OF INVENTOR VISHNU NATCHU

**EMPLOYEE INVENTION ASSIGNMENT AND
CONFIDENTIALITY AGREEMENT**

In consideration of, and as a condition of my employment with Torrent Networking Technologies, Corp., a Delaware corporation (the "**Company**"), I hereby represent to, and agree with the Company as follows:

1. **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined below), its rights in Inventions and in all related intellectual property rights. Accordingly, I am entering into this Agreement as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

2. **Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works and trade secrets ("**Inventions**") that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not such Inventions are patentable, copyrightable or protectible as trade secrets.

3. **Work for Hire; Assignment of Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (a) are developed using equipment, supplies, facilities or trade secrets of the Company, (b) result from work performed by me for the Company, or (c) relate to the Company's business or current or anticipated research and development, will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

4. **Assignment of Other Rights.** In addition to the foregoing assignment of Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (a) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights in any Invention; and (b) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Invention. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Invention, even after termination of my work on behalf of the Company. "**Moral Rights**" mean any rights to claim authorship of an Invention to object to or prevent the modification of any Invention, or to withdraw from circulation or control the publication or distribution of any Invention, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right".

5. Assistance. I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

6. Proprietary Information. I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence ("*Proprietary Information*"). Such Proprietary Information includes but is not limited to Inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information and customer lists.

7. Confidentiality. At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust, and I will not use or disclose any of such Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company and I will not take with me any documents or materials or copies thereof containing any Proprietary Information.

8. No Breach of Prior Agreement. I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer that are not generally available to the public or have not been legally transferred to the Company.

9. Duty Not to Compete. I understand that my employment with the Company requires my undivided attention and effort. As a result, during my employment, I will not, without the Company's express written consent, engage in any employment or business other than for the Company, or invest in or assist in any manner any business which directly or indirectly competes with the business or future business plans of the Company.

10. Notification. I hereby authorize the Company to notify my actual or future employers of the terms of this Agreement and my responsibilities hereunder.

11. **Non-Solicitation.** During, and for a period of one (1) year after termination of my employment with the Company, I will not directly or indirectly solicit or take away suppliers, customers, employees or consultants of the Company for my own benefit or for the benefit of any other party.

12. **Name & Likeness Rights, Etc.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any media now known or hereafter developed (including but not limited to film, video and digital or other electronic media), both during and after my employment, for whatever purposes the Company deems necessary.

13. **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

14. **Governing Law: Severability.** This Agreement will be governed and interpreted in accordance with the internal laws of the State of Maryland, without regard to or application of choice of law rules or principles. In the event that any provision of this Agreement is found by a court, arbitrator or other tribunal to be illegal, invalid or unenforceable, then such provision shall not be voided, but shall be enforced to the maximum extent permissible under applicable law, and the remainder of this Agreement shall remain in full force and effect.

15. **No Duty to Employ: "At Will" Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my employment can be terminated at any time, for any reason or for no reason, by either the Company or myself. This Agreement shall be effective as of the first day of my employment by the Company, namely: 1 MARCH, 1999.

Company:

By: John F. Bruno

Name: JOHN F. BRUNO

Title: VP Finance

Employee:

Vishnu Natchu
Signature

VISHNU NATCHU
Name (Please print)



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Singh, et al.

Group Art Unit: 2661

Serial No.: 10/033,038

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Docket: 50001.2063

For: METHODS AND SYSTEM FOR MINIMIZING THE COSTS ASSOCIATED
WITH A ROUTE LOOKUP

DECLARATION OF MARY BENSEL

- I. I, Mary BenseL, residing at Garland, Texas, make this Declaration in support of the Petition and Statement of Facts under 37 CFR 1.47(a) filed in connection with the above-referenced patent application.
- II. At the time of filing the above-referenced patent application, I was and continue to be employed by Godwin Gruber, P.C., as a paralegal working directly with Arthur I. Navarro, an attorney who serves as outside counsel for Ericsson Inc.
- III. On March 28, 2002, I was advised by Ericsson Inc., that Mr. Natchu had not returned the Declaration and Assignment to them that had been Federal Expressed to him for signature in January 2002. Further, I was advised that Mr. Natchu had not responded to Ericsson's several email and voice mail messages inquiring as to the whereabouts of the signed documents. (See Exhibit A attached)
- IV. On April 5, 2002, April 20, 2002, May 30, 2002, and June 13, 2002, I telephoned Mr. Natchu to request a response and status, and requested that he sign and return the Declaration and Assignment that had been sent to him. To date no response has been received from Mr. Natchu. (See Exhibit B attached)
- V. On May 29, 2002, I requested current contact information from Ericsson Inc. for Mr. Natchu to ensure that contact was being attempted at the correct location. Contact information was received and confirmed correct by Ericsson Inc. on May 30, 2002. (See Exhibit C attached)
- VI. On June 13, 2002, I emailed Mr. Natchu and requested that he immediately contact me to arrange to sign the Declaration and Assignment in connection with this matter. To date no response has been received from Mr. Natchu. (See Exhibit D attached)
- VII. On June 22, 2002, two Certified U.S. Mail packages were sent to Mr. Natchu; the first,

DECLARATION OF MARY BENSEL

Article No. 70001530000099189060, requested restricted delivery by the U.S. Postal Service to Mr. Natchu, and the second, Article No. 70001530000099189084, requested delivery by the U.S. Postal Service to anyone at Mr. Natchu's place of business. Both packages contained the Declaration and Assignment prepared for his signature in connection with this matter, as well as a copy of Application Serial No. 10/033,038, for his review. Signature cards for both packages have been returned to the undersigned by the U.S. Postal Service, and indicate that both Article Nos. 70001530000099189060 and 70001530000099189084 were received, and signed for, by Vishnu Natchu. To date no response has been received from Mr. Natchu. (See Exhibit E attached)

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date:

July 27, 2002

By:



Mary Bense

Title:

Paralegal to
Arthur I Navarro,
Attorney of Record